that the open refusal so to charge might have misled the jury. But the famous *dicta* in the opinion of the court, to the effect that the presumption is evidence in favor of the accused, seem clearly indefensible. The late case of *Agnew* v. *United States*, 17 Sup. Ct. Rep. 235, throws some light on the position the Supreme Court really takes on the question. In that case it was assigned as error that the judge charged as follows: "The defendant is presumed to be innocent of all the charges against him until he is proven guilty by the evidence submitted to you. This presumption remains with the defendant until such time, in the progress of the case, that you are satisfied of the guilt beyond a reasonable doubt." Also that he refused to give the following instruction: "Every man is presumed to be innocent until he is proved guilty, and this legal presumption of innocence is to be regarded by the jury in this case as matter of evidence, to the benefit of which the party is entitled. This presumption is to be treated by you as evidence, giving rise to resulting proof, to the full extent of its legal efficacy." The court held that the instruction given was quite correct, and substantially covered that requested; that *Coffin* v. *United States* was in no way disregarded, as the presumption of innocence was clearly stated. It is the doctrine of the Supreme Court, then, that to tell the jury that the presumption remains with the defendant until his guilt is proved beyond a reasonable doubt, is equivalent to telling them that it is evidence to the benefit of which he is entitled. Does not this look as if the position really taken by the court is that the presumption is a substitute for evidence, and not evidence itself? If the presumption of innocence is a true presumption, this is undoubtedly sound doctrine.

A CASE UNDER THE THIRTEENTH AMENDMENT. — It is interesting to find the Supreme Court dealing with the application of the Thirteenth Amendment to circumstances entirely unconnected with the race question. That a principle of general application was added to our constitutional law by the amendment is not to be doubted (Story on the Constitution, 5th ed., § 1924), but the question is as to its scope. This came before the court in *Robertson* v. *Baldwin*, 17 Sup. Ct. Rep. 326. The Revised Statutes provide that deserting seamen may be taken before a justice of the peace and by him committed to jail, to be delivered to the master on the sailing of the vessel, or sooner on demand. The court bases its decision that these sections of the Revised Statutes are constitutional on two grounds. One is that this sort of thing has always been found necessary. Provisions of a like character, and often very harsh, are to be found in the law of every maritime nation, beginning with that of the Rhodians. This kind of argument, showing that the framers of the Amendment could not have aimed at the practices complained of, is the regular and satisfactory way of dealing with these questions of interpretation. Nor will the soundness of the result be doubted. It is absolutely certain that those engaged in securing the benefits obtained from the Civil War did not mean to prevent the customary methods of enforcing obligations recognized by civilized nations foremost in the crusade against slavery. The system of discipline on a ship does not resemble slavery. The master is all powerful aboard, but he is answerable in court for his acts when the voyage is over. One of the evils of slavery was its effect upon the dominant race. It is not perceived how the responsibility of the master of a vessel can have an evil influence upon him. Nor is it at all clear how discipline can

injure the subordinates when the fact is well known that nothing is so demoralizing as the lack of it. Now, to accomplish all this, it has been found necessary to compel both sides to live up to their engagements, and this is the object of the Revised Statutes.

The court, however, lays down as a general test that any form of "servitude, which was knowingly and willingly entered into," is not an "involuntary servitude" within the meaning of the Amendment. Such contracts of service may be void on grounds of public policy, or there may be no means of enforcing them. Assent to this proposition may not be readily given. In the *Slaughter House Cases*, 16 Wall. 36, 89, Mr. Justice Miller expressed the opinion that the words "involuntary servitude" were inserted lest it might be possible to defeat the real scope of the Amendment by the contention that slavery had come to mean African slavery as it had existed in this country. He cites, as examples of the abuses aimed at, the long terms of apprenticeship common in the West Indies, and the condition of serfdom. As the Amendment provides that slavery shall not exist in this country, surely a man cannot sell himself into slavery. Were not the forms of servitude the Amendment was intended to cover meant to be dealt with in exactly the same manner as slavery? The words "slavery" and "involuntary servitude" are coupled together. Is it not fair to say that it was the status of "involuntary servitude," no matter when it became involuntary, that was deemed pernicious, and not merely the method of its creation? There seems to be much to be said for the view taken by Mr. Justice Harlan in his dissenting opinion, that the word "involuntary" is not to be separated from the word "servitude," and its force confined to the inception of the service.

Negotiability of a Note Payable to a Trustee. — It is said in the case of *The Third National Bank* v. *Lange*, 51 Md. 138, that a note payable on its face to the order of A B, trustee, is not "within the class of paper known as commercial paper." If this expression means no more than that a purchaser of such paper must always take it with notice that the payee held it in trust, so that the purchaser will take the risk of getting no beneficial interest in the note in case the trustee has transferred wrongfully, and that therefore such paper will not pass so freely from hand to hand as ordinary bills and notes, the language of the court is entirely correct. If the assertion, on the other hand, is that such paper is not negotiable, or that it is subject to the equities existing between the original parties in the hands of all subsequent holders, the court was clearly in error. This appears from the recent well considered case of *Fox* v. *Citizens' Bank & Trust Co.*, 37 S. W. Rep. 1102 (Tenn.). In that case a trustee sold to the plaintiff certain lots of land, with the consent of the beneficial owners, and took the plaintiff's notes payable to him as trustee, which he discounted at the defendant bank. It turned out afterwards that the trustee was unable to convey the land sold, so that the consideration for the notes wholly failed; but of this defendant had no notice. The plaintiff then sought for an injunction to restrain defendant from suing on the notes, but this the court properly refused to grant. Whatever might be the bank's liability to the *cestui que trust* of the payee in case he had committed a breach of trust in transferring to the bank, the payee has clearly power to pass the legal title in the note, and the bank is entitled to hold it as free from any equities between previous